

3832.
1 BILL NO. S-77-10-320

2 SPECIAL ORDINANCE NO. S-233-77

3 AN ORDINANCE approving a contract with
4 North Eastern Construction Company, Inc.,
5 for construction of a sanitary sewer.

6 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
7 FORT WAYNE, INDIANA:

8 SECTION 1. That the contract dated October 19, 1977,
9 between the City of Fort Wayne, by and through its Mayor and
10 the Board of Public Works and North Eastern Construction Company,
11 Inc., for:

12 Wherein the Developer desires to construct the following described
13 sanitary sewer for HILLSBORO, SECTION I and Offsite Sanitary Sewer
14 Main #1 from Londonberry Lane North to Rothman Road more particularly
described as follows:

15 Offsite Sanitary Sewer Main #1 beginning at a proposed sanitary
16 sewer manhole located 40+ LF North of the centerline intersection
17 of Maplecrest Road and Rothman Road; thence South 40+ LF East
18 of and parallel to said centerline of Maplecrest Road 2580+ LF
terminating at a proposed sanitary sewer manhole located 40+ LF
East of and 20+ LF South of the centerline intersection of Maple-
crest Road and Londonberry Lane.

19 Said Sewer shall be 12" in diameter.

20 Hillsboro, Section I Main #2 beginning at a proposed sanitary sewer
21 manhole located 40+ LF East of and 20+ LF South of the centerline
22 intersection of Maplecrest Road and Londonberry Lane; thence Easterly
23 along and within the South right-of-way line of said Londonberry Lane
24 2295+ LF to a proposed manhole located 20+ LF South of and 20+ LF
East of the centerline intersection of the said Londonberry Lane and
Saxton Run. Said manhole more particularly described as being noted
Lateral "D" within Hillsboro Section I original plans; thence
Southerly along the East right-of-way line of said Saxton Run 500+
LF terminating at a proposed bulkhead.

25 Said sewer shall be 12" in diameter

26 Hillsboro, Section I:

27 Lateral "A": beginning at a proposed manhole located 20+ LF South of
28 and 20+ LF East of the centerline intersection of Rockingham Drive;
thence Southerly generally following the East right-of-way line of
said Rockingham Drive 950+ LF terminating at a proposed cleanout
29 located 5+ LF South of and 5+ LF West of the North west corner of
Lot #26 of said addition.

30 Lateral "B": beginning at a proposed sanitary sewer manhole located
31 20+ LF South of and 20+ LF East of the centerline intersection of London-
32 berry Lane and Sullivan's Court; thence due South generally following
the East right-of-way line of said Sullivan's Court a distance of 450+
33 LF terminating at a proposed manhole located 5+ LF South of and 5+ LF
West of the Northeast corner of Lot #45 of said addition.

34 APPROVED AS TO FORM
35 AND LEGALITY.


CITY ATTORNEY

Lateral "C": beginning at a proposed sanitary sewer manhole located 20+ LF South of and 20+ LF East of the centerline intersection of Londonberry Lane and Windham Court; thence Southerly 450+ LF terminating at a proposed manhole located 20+ LF East of the centerline of Windham Court and 5+ LF South of the most Northerly property corner of Lot #59 of said addition.

Lateral "E": beginning at a proposed sanitary sewer manhole located 20+ LF East of and 20+ LF South of the centerline intersection of Saxton Run and Rockcroft Court; thence due East generally following the South right-of-way line of said Rockcroft Court 400+ LF terminating at a proposed manhole located 10+ LF East of and 5+ LF North of the Northwest corner of Lot #78 of said addition.

Lateral "F": beginning at a proposed sanitary sewer manhole located 5+ LF North of and 1+ LF West of the Northwest corner of Lot #13 of said addition; thence Norhtwesterly 195+ LF terminating at a proposed bulkhead located 5+ LF East of and 1+ LF South of the Northwest corner of Lot #112 of said addition.

Lateral "G": beginning at a proposed sanitary sewer manhole located 20+ LF South and 20+ LF East of the centerline intersection of Londonberry Lane and Saxton Run; thence due North generally following the East right-of-way of said Saxton Run 155+ LF terminating at a proposed bulkhead.

A Portion of Main #2: beginning at a proposed sanitary sewer manhole located 20+ LF South of and 20+ LF East of the centerline intersection of Londonberry Lane and Saxton Run; thence Easterly generally following the South right-of-way line of said Londonberry Lane 390 LF terminating at a proposed manhole located 5+ LF West of and 1+ LF South of the Southwest corner of Lot #91 of said addition.

of which the developer shall pay the entire cost and expense of the construction of said sewer, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2..This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.



Councilman

Read the first time in full and on motion by D Schmidt, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____ at _____ o'clock _____ M., E.S.T.

DATE: 10-25-77

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage.
PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 11-8-77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE
(RESOLUTION) No. 2-233-77 on the 8th day of November, 1977.
ATTEST: (SEAL)
Charles W. Westerman CITY CLERK
John Nuckols PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 8th day of November, 1977 at the hour of 11:45 o'clock A. M., E.S.T.
Charles W. Westerman
CITY CLERK

Approved and signed by me this 10th day of November, 1977,
at the hour of 10:00 o'clock A. M., E.S.T.
Rabab Elmchong
MAYOR

Bill No. S-77-10-32

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance
approving a contract with North Eastern Construction Company, Inc.,
for construction of a sanitary sewer

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL H. BURNS

SAMUEL TALARICO

Winfield C. Moses, Jr.
Donald J. Schmidt
Vivian G. Schmidt
Paul H. Burns
Samuel J. Talarico

11-8-77 CONCURRED IN
DATE 11-8-77 CHARLES W. WESTERMAN, CITY CLERK

Memorandum

To Board of Works

Date October 14, 1977

From Philip R. Boller, P.E.

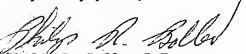
Subject Maplecrest Road Offsite - Hillsboro Section I

COPIES TO:

Enclosed for your and councilmanic review, approval and execution is a special sewer extension permit to serve subject development. Considering that Maplecrest is completely owned by North Eastern Construction Co., we are not requiring a performance bond. However, we shall receive a maintenance bond in the amount of 25% of the value of the construction work at the time the completion affidavit is submitted.

If you have any questions, please contact Duane Embury.

Very truly yours,



Philip R. Boller, P.E.
Chief Water Pollution Control Engineer

PRB/DE/rh
encl.

CARD OF PUBLIC WORKS
RECEIVED

OCT 13 1977



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

engineering department

7th floor

Date: October 4, 1977

Inv/B.O.No.: _____

Gentlemen:

This is to certify that permission is hereby granted to North Eastern Construction Co. for the construction of a sanitary sewer in accordance with plans and specifications which are approved and on file in the Office of the Chief W.P.C. Engineer for City Utilities having a project title known as:

Maplecrest Road Offsite - Hillsboro Section I

(Project Title)

The construction work will be performed by North Eastern Construction Co.

(Contractor)

on the project which is more specifically described below:

SEE PAGES ATTACHED

AREA CONNECTION FEES ARE TO BE NEGOTIATED



Wherein the Developer desires to construct a sanitary sewer for HILLSBORO, SECTION I and Offsite Sanitary Sewer Main #1 from Londonberry Lane North to Rothman Road more particularly described as follows:

Offsite Sanitary Sewer Main #1 beginning at a proposed sanitary sewer manhole located 40+LF East of and 40+LF North of the centerline intersection of Maplecrest Road and Rothman Road; thence South 40+LF East of and parallel to said centerline of Maplecrest Road 2580+LF terminating at a proposed sanitary sewer manhole located 40+LF East of and 20+LF South of the centerline intersection of Maplecrest Road and Londonberry Lane.

Said sewer shall be 12" in diameter.

Hillsboro, Section I Main #2 beginning at a proposed sanitary sewer manhole located 40+LF East of and 20+LF South of the centerline intersection of Maplecrest Road and Londonberry Lane; thence Easterly along and within the South right-of-way line of said Londonberry Lane 2295+LF to a proposed manhole located 20+LF South of and 20+LF East of the centerline intersection of the said Londonberry Lane and Saxton Run. Said manhole more particularly described as being noted Lateral "D" within Hillsboro Section I original plans; thence Southerly along the East right-of-way line of said Saxton Run 500+LF terminating at a proposed bulkhead.

Said sewer shall be 12" in diameter.

Hillsboro Section I:

Lateral "A": beginning at a proposed manhole located 20+LF South of and 20+LF East of the centerline intersection of Rockingham Drive; then Southerly generally following the East right-of-way line of said Rockingham Drive 950+LF terminating at a proposed cleanout located 5+LF South of and 5+LF West of the Northwest corner of Lot #26 of said addition.

Lateral "B": beginning at a proposed sanitary sewer manhole located 20+LF South of and 20+LF East of the centerline intersection of Londonberry Lane and Sullivan's Court; thence due South generally following the East right-of-way line of said Sullivan's Court a distance of 450+LF terminating at a proposed manhole located 5+LF South of and 5+LF West of the Northeast corner of Lot #45 of said addition.

Lateral "C": beginning at a proposed sanitary sewer manhole located 20+LF South of and 20+LF East of the centerline intersection of Londonberry Lane and Windham Court; thence Southerly 450+LF terminating at a proposed manhole located 20+LF East of the centerline of Windham Court and 5+LF South of the most Northerly property corner of Lot #59 of said addition.

Lateral "E": beginning at a proposed sanitary sewer manhole located 20+LF East of and 20+LF South of the centerline intersection of Saxton Run and Rockcroft Court; thence due East generally following the South right-of-way line of said Rockcroft Court 400+LF terminating at a proposed manhole located 10+LF East of and 5+LF North of the Northwest corner of Lot # 78 of said addition.

Lateral "F": beginning at a proposed sanitary sewer manhole located 5+LF North of and 1+LF West of the Northwest corner of Lot #13 of said addition; thence Northwesterly 195+LF terminating at a proposed bulkhead located 5+LF East of and 1+LF South of the Northwest corner of Lot #112 of said addition.

Hillsboro Section I (Con't).

Lateral "G": beginning at a proposed sanitary sewer manhole located 20+LF South and 20+LF East of the centerline intersection of Londonberry Lane and Saxton Run; thence due North generally following the East right-of-way of said Saxton Run 155+LF terminating at a proposed bulkhead.

A Portion of Main #2: beginning at a proposed sanitary sewer manhole located 20+LF South of and 20+LF East of the centerline intersection of Londonberry Lane and Saxton Run; thence Easterly generally following the South right-of-way line of said Londonberry Lane 390+LF terminating at a proposed manhole located 5+LF West of and 1+LF South of the Southwest corner of Lot #91 of said addition.

All aforescribed Laterals shall be 8" in diameter.

TO: DON BODEKER

cc: R. Barnett
J. Leiter
P. Sullivan

TECHNICAL SERVICES

Work Request

CUSTOMER NAME Joe Zehr-North Eastern Construction Co. T.S. NO. ASSIGNED
ADDRESS 6500 E. State Blvd.
PROJECT: Maplecrest Road Offsite - Hillsboro Section I

DATE REQUESTED _____ DATE NEEDED _____

TYPE(S) OF WORK TO BE PERFORMED ☐ DRAFTING ☐ CLERICAL
☐ SURVEYING ☐ BLUEPRINT
☒ INSPECTION ☐ OTHER _____

PROJECT DESCRIPTION (IF APPLICABLE) See Attached Plans

DETAILED INSTRUCTIONS FOR SERVICES REQUIRED _____

REMARKS: _____

CUSTOMER TO BE CHARGED Joe Zehr-North Eastern Construction Co. W.O. # _____

AUTHORIZATION SIGNATURE 

POSITION P.S.

DEPARTMENT HEAD APPROVAL _____

Revised JULY, 1977

W.P.C. ENG. DEPT.
ROOM 700, CITY-COUNTY BLDG.
FT. WAYNE, IN. 46802



CITY-COUNTY BUILDING
ONE MAIN STREET

ENGINEERING DEPARTMENT

FORT WAYNE, INDIANA 46802

Date October 4, 1977

I, Joe Zehr, representative for
North Eastern Construction Co., hereby agree to any and
all reasonable sewer inspection fees that may be incurred at
Maplecrest Road Offsite - Hillsboro Section I

Work Request No. _____

Please invoice me at 6700 East State Bvd., Ft. Wayne, Indiana
 (address)

ACKNOWLEDGMENT

STATE OF INDIANA)
)SS:
 COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 4th
 day of October, 1977, personally appeared Joe Zehr
Joe Zehr, and acknowledged said instrument to be
 voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Caroline S. Fikler
 Notary Public

My Commission Expires:

12-12-81

The Contractor agrees to supply any and all permits, licenses, required by ordinance, statute, or Federal Law, and insurance coverages against liability for damages resulting from injuries to persons or property incident to the work herein contemplated, and will hold the City free and harmless from any and all such claims.

It is understood that the above described sewer will be constructed in accordance with the specifications which have been approved by the Chief Water Pollution Control Engineer and to his entire satisfaction. Also, the Board of Public Works shall be notified whenever work is started on the above described sewer and that the City of Fort Wayne, Indiana, will be in no way held responsible for the payment of the work as set forth above, or for any part of such work other than heretofore agreed.

The Contractor warrants his workmanship and all materials used in the work and agrees during the guarantee period specified he will, at his own expense, make all repairs which may become necessary by reason of improper workmanship or defective materials. Such maintenance, however, shall not include any damage to the pavement or to the foundation thereof or to any of the other items of work embraced by this contract resulting from any forces or circumstances beyond the control of the Contractor.

The Contractor shall furnish either a PERFORMANCE BOND in the usual form for an amount equal to 0 % of the value of the work to be constructed or in lieu thereof submits a 0 . The value of the work to be constructed is \$. The PERFORMANCE BOND or its acceptable substitute shall be furnished to the Board of Public Works with this permit. Furthermore, the Contractor shall furnish a MAINTENANCE BOND to run for one (1) year after the sewer has been accepted by the City for an amount equal to 25 % of the value of the work to be constructed. The MAINTENANCE BOND shall be furnished to the Board of Public Works at the time the Contractor files his Completion Affidavit.

The Contractor agrees to complete the construction of this project within 180 days and shall file a COMPLETION AFFIDAVIT within 30 days after construction is completed. The Contractor further agrees to make any and all corrections or alterations as required by the Chief Water Pollution Control Engineer to meet City Standards and Specifications. Said corrections shall be completed within 30 days. If Contractor fails to file a Completion Affidavit within the required time, or if he fails to make the corrections or alterations as requested to him in writing from the Chief Water Pollution Control Engineer, the City shall call in the bonding company to complete the project.

The work permitted herein will not be accepted on the part of the City without payment of all engineering and inspection expenses incurred by, or on behalf of the City, and all licenses and permit fees are paid. If said expenses are not paid within a reasonable time, the City shall have the right to either disconnect or plug above described sewer at its outfall. The cost incurred by the City for both the disconnection and the reconnection shall be paid in full by either the Contractor or the Developer.

Until the above described sewer is accepted by the City of Fort Wayne, both the Developer and the Contractor do hereby agree that no building sewers shall be connected to the above described sewer. Should building sewers be connected to the above described sewer, the City shall have the right to either disconnect or plug the above described sewer at its outfall. The cost incurred by the City for both the discon-

nection and the reconnection shall be paid in full by either the Contractor or Developer.

Both the Developer and Contractor hereby accept the conditions as set forth in this Sewer Construction Permit and do hereby agree to notify the inspection department 48 hours before construction is to commence.

By [Signature] Date 10-12, 1927
(Developer) North Eastern Construction Co.

By [Signature] Date 10-12, 1927
(Contractor) North Eastern Construction Co.

Approved this _____ day of _____, 19____

Board of Public Works:

Attest: _____
Clerk

AGREEMENT FOR SEWER EXTENSION

THIS AGREEMENT, made in triplicate this 19th day of October, 1977 by and between NORTH EASTERN CONSTRUCTION COMPANY, INC., hereinafter referred to as "DEVELOPER", and the CITY OF PORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY".

WITNESSETH:

Wherein the Developer desires to construct the following described sanitary sewer for HILLSBORO, SECTION I and Offsite Sanitary Sewer Main #1 from Londonberry Lane North to Rothman Road more particularly described as follows:

Offsite Sanitary Sewer Main #1 beginning at a proposed sanitary sewer manhole located 40+LF East of and 40+LF North of the centerline intersection of Maplecrest Road and Rothman Road; thence South 40+LF East of and parallel to said centerline of Maplecrest Road 2580+LF terminating at a proposed sanitary sewer manhole located 40+LF East of and 20+LF South of the centerline intersection of Maplecrest Road and Londonberry Lane.

Said Sewer shall be 12" in diameter.

Hillsboro, Section I Main #2 beginning at a proposed sanitary sewer manhole located 40+LF East of and 20+LF South of the centerline intersection of Maplecrest Road and Londonberry Lane; thence Easterly along and within the South right-of-way line of said Londonberry Lane 2295+LF to a proposed manhole located 20+LF South of and 20+LF East of the centerline intersection of the said Londonberry Lane and Saxton Run. Said manhole more particularly described as being noted Lateral "D" within Hillsboro Section I original plans; thence Southerly along the East right-of-way line of said Saxton Run 500+LF terminating at a proposed bulkhead.

Said sewer shall be 12" in diameter.

Hillsboro, Section I:

Lateral "A": beginning at a proposed manhole located 20+LF South of and 20+LF East of the centerline intersection of Rockingham Drive; thence Southerly generally following the East right-of-way line of said Rockingham Drive 950+LF terminating at a proposed cleanout located 5+LF South of and 5+LF West of the North west corner of Lot #26 of said addition.

Lateral "B": beginning at a proposed sanitary sewer manhole located 20+LF South of and 20+LF East of the centerline intersection of Londonberry Lane and Sullivan's Court; thence due South generally following the East right-of-way line of said Sullivan's Court a distance of 450+LF terminating at a proposed manhole located 5+LF South of and 5+LF West of the Northeast corner of Lot #45 of said addition.

Lateral "C": beginning at a proposed sanitary sewer manhole located 20+LF South of and 20+LF East of the centerline intersection of Londonberry Lane and Windham Court; thence Southerly 450+LF terminating at a proposed manhole located 20+LF East of the centerline of Windham Court and 5+LF South of the most Northerly property corner of Lot #59 of said addition.

Lateral "E": beginning at a proposed sanitary sewer manhole located 20+LF East of and 20+LF South of the centerline intersection of Saxton Run and Rockcroft Court; thence due East generally following the South right-of-way line of said Rockcroft Court 400+LF terminating at a proposed manhole located 10+LF East of and 5+LF North of the Northwest corner of Lot #78 of said addition.

Lateral "F": beginning at a proposed sanitary sewer manhole located 5+LF North of and 1+LF West of the Northwest corner of Lot #13 of said addition; thence Northwesterly 195+LF terminating at a proposed bulkhead located 5+LF East of and 1+LF South of the Northwest corner of Lot #112 of said addition.

Lateral "G": beginning at a proposed sanitary sewer manhole located 20+LF South and 20+LF East of the centerline intersection of Londonberry Lane and Saxton Run; thence due North generally following the East right-of-way of said Saxton Run 155+LF terminating at a proposed bulkhead.

A Portion of Main #2: beginning at a proposed sanitary sewer manhole located 20+LF South of and 20+LF East of the centerline intersection of Londonberry Lane and Saxton Run; thence Easterly generally following the South right-of-way line of said Londonberry Lane 390+LF terminating at a proposed manhole located 5+LF West of and 1+LF South of the Southwest corner of Lot #91 of said addition.

All aforescribed Laterals shall be 8" in diameter , and constructed in accordance with plans, specifications and profiles heretofore submitted to the City and now on file in the office of the Chief Engineer of the Water Pollution Control Utilities of the City, and known as Maplecrest Road Offsite and Hillsboro Section I, which plans, specifications, profiles are by reference incorporated herein and made a part hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER:

The Developer shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by the City, under private contract after requisite City approval. All work and materials shall be subject to inspection by City and the right of City to halt construction if there shall be non-compliance therewith. Said sewer shall not be deemed permanently connected into the sewer system of City until final acceptance by City. Upon completion, said sewer shall become the property of City and City shall accept sewage therefrom, subject to such monthly sewage service charges as may now or hereafter be regularly established by City and all further maintenance thereafter shall be borne by City.

2. COST OF CONSTRUCTION:

The Developer agrees to pay the entire cost and expense of construction of said sewer, in cash, including City inspection fees, and to hold the City harmless from any liability for claims connected therewith.

3. AREA OF DEVELOPER:

Said sewer when accepted by the City will serve the following described portion of Sections of which Hillsboro Section I is a part.

The Northwest Quarter Section 15, T 31 N, R 13 E

The Northwest Quarter of the Southwest Quarter Section 14, T 31 N, R 13 E
As the Developer will pay for the cost of construction of said sewer as it pertains to the above described area, no charge or assessment is made by this Agreement against the above described real estate for the construction of said sewer by the present or future owners of said real estate except only as to such standard tap-in inspection fees and monthly sewage treatment charges as are customarily charged by the City for connections to

City Sewer mains and treatment of sewage therefrom.

4. BOND:

The Developer shall furnish a satisfactory Maintenance Bond for 25% of the value of the sewer which shall guarantee said Sewers against defects for a period of one year from the date of final acceptance of said Sewers by the City.

5. LIMITATION ON USE:

Said Sewers shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said Sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated wastewater.

6. GOVERNING STATUTE:

It is the intention of the parties hereto to utilize and take advantage of and apply to this Agreement the provisions of Section 16, 17 and 18 of Chapter 128 of the Acts of 1967 of the State of Indiana (Burns Indiana Statutes Anno., 1968 Supple. Section 48-3963, 3964 and 3965), the provisions of which Sections shall govern with respect to any matters not specifically outlined herein.

7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION:

The Developer, for itself, its successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof. In further consideration and to induce City to execute and ratify this contract, said Developer, for itself, its successors and assigns, agrees by this contract to vest in City the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

Developer further agrees that any deeds, contracts, or other instruments of conveyance made by the Developer, its successors or assigns transferring or conveying any interest or title in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article, which provisions contained in this article, which provisions

shall run with the land and the acceptance of the delivery of any such instrument from the Developer, his successors and assigns by any grantee, vendee, or contract purchase, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

The Developer further agrees to record an executed copy of this contract in the Allen County Recorder's office within ten (10) days of its adoption and approval by the Common Council of City as hereinafter provided. Any owner or owners of which is now, or hereafter located outside the corporate limits of City who connect into the sewer constructed hereunders shall be deemed to thereby waive his, her, their or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by City of such land or of the territory in which it is located or of the area served by said sewer.

8. COUNCILMANIC APPROVAL:

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly adopted ordinance, and if such ordinance is not adopted within a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this agreement the day and year first above written.

NORTH EASTERN CONSTRUCTION COMPANY, INC.,

BY: _____

Joseph Zehr

CITY OF FORT WAYNE, INDIANA

BY: _____

Mayor

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg

Ethel H. LaMar

Max G Scott

ATTEST:

Ursula Miller, Clerk

Approved as to form and legality

This instrument prepared by: Philip R. Boller, Chief Water Pollution Engineer,
City of Fort Wayne

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State, this 12th day of October, 1977, personally appeared the within named Joseph Zehr, who being by me first duly sworn upon his oath says that he is President of NORTH-EASTERN CONSTRUCTION, INC., and as such is duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Carolyn S. Gribler
Notary Public
Carolyn S. Gribler

My Commission Expires:

4-12-81

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Mayor _____ and

_____, who acknowledged the execution of the foregoing agreement for sewer extension, as and for his voluntary act and deed for the uses and purposes therein contained.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Notary Public

My Commission Expires:

3832

TITLE OF ORDINANCE SPECIAL ORDINANCE - AGREEMENT FOR SEWER EXTENSION HILLSBORO, SECTION I
MAPLECREST RD. OFFSITE

DEPARTMENT REQUESTING ORDINANCE _____ BOARD OF PUBLIC WORKS S-77-10-321.

SYNOPSIS OF ORDINANCE AGREEMENT FOR SEWER EXTENSION WITH NORTH EASTERN CONSTRUCTION COMPANY, INC.
FOR HILLSBORO, SECTION I - MAPLECREST ROAD OFFSITE

(SEE ATTACHED AGREEMENT FOR SEWER EXTENSION)

EFFECT OF PASSAGE INSTALLATION OF SANITARY SEWER, HILLSBORO, SECTION I

EFFECT OF NON-PASSAGE INABILITY TO CONSTRUCT SANITARY SEWER EXTENSION

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) ENTIRE COST ASSUMED BY DEVELOPER

ASSIGNED TO COMMITTEE _____

EP
Public Works